

Bid Corrigendum

GEM/2023/B/3200111-C4

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
3. Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

4. **Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid
5. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
6.
 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer
 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
7. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of
Director
payable at
ICMR-NIE, Chennai
. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
8. Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document 50%. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content

shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

9. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
10. AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.
11. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
12. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
13. Procurement under this bid is reserved for purchase from Micro and Small Enterprises from the State of Bid Inviting Authority whose credentials are validated online through UDYAM Registration /Udyog Aadhaar (as validated by Government from time to time) for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
14. Buyer Added text based ATC clauses

Date:

CORRIGENDUM

Sub: Hiring of Cloud Service Solutions for Learning Management System - Reg.

Ref: GeM Bid No. GEM/2023/B/3200111 dated 28.02.2023

In continuation of the Pre-Bid meeting held on 13.03.2023, the following clarifications are brought to the bidders:

Sl. No.	Clause	Queries	NIE Clarifications
1.	Additional Qualification/ Data Required	Service Level Agreement	Attached - Annexure 1
2.		Payment terms	The bidder shall present the bill at the end of every month taking into consideration usage of services, and SLA Agreement. Payment shall be made by the department accordingly.
3.	Buyer Added Specific Terms and Point No. 10 - Service & Support	Availability of office of Service provider: An office of the Service Provider must be located in the State of Consignee. Documentary Evidence to be submitted	As requested by the vendor, it is removed
4.	Scope of work Pre-qualification Criteria for CSP	Acceptance of ATC	As requested by the vendor, it is removed
5.	Scope of work Pre-qualification Criteria for CSP	CSP should be certified for ISO 27001, ISO 27701, ISO 27017, ISO 27018, and ISO 22301	To be retained
6.	Compute Services Point No.5	Compute Service should offer 99.99% uptime SLA	Virtual Machine Uptime SLA of at least 99.5%
7.	Compute Services Point No.8	CSP compute service should support processors from Intel x86, AMD and ARM	To be retained

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8.	Storage Service Point No.2	CSP shall offer Storage Service which shall provide scalable, redundant and dynamic storage up in 1GB increments per request for service from the end users	To be retained
9.	Databases Point No.1	CSP should be able to offer managed relational database service in the cloud for: MySQL, PostgreSQL, SQL Server, Oracle, Mariadb	CSP should be able to offer managed relational database service in the cloud for: MySQL, PostgreSQL, SQL Server or Oracle, Mariadb
10.	Bill of Material for envisaged Cloud Service Solution 3. Network & Security Sl.No.7	Virtual Network	OS is Ubuntu 16.04

15. Text Clause(s)

Annexure

SERVICE LEVEL AGREEMENT (SLA) FOR “CLOUD SERVICE SOLUTION”

The key Service Level Objectives (SLOs) that relate to the cloud service and the related aspects of the interface between the department and the cloud service provider are indicated below:

1. The bidder should provide their customer support contact/ escalation matrix, for redressal of technical issues.
2. The bidder should keep/ handover the entire data to the ICMR at the end of the contract period/ termination of the agreement (on whatever grounds) without any loss of data. Under no circumstances data will be used by the bidder or its vendor irrespective of fact relating to termination of contract/ pending dues / non-payments etc.
3. The bidder shall provide administrative rights over cloud services to the department.
4. The data secrecy and non-disclosure of data will be the sole responsibility of the bidder. Bidder shall sign a non-disclosure agreement with the ICMR.
5. The bidder will support replication/backup/restoration of data.
6. In case of dispute or difference arising under the contract between the bidder and ICMR, the matter shall be referred to sole arbitrator appointed by successful vendor and ICMR, jointly after discussion, WHERE AWARD SHALL BE FINAL and binding on both parties and the provisions of arbitration and cancellation act 1996 shall apply.
7. The Cloud Service Provider should be MEITY (Ministry of Electronics and Information technology) empanelled.
8. The Bidder shall be responsible for provisioning, monitoring and management of all cloud infrastructure / services including but not limited to third party applications, databases etc. as per defined SLAs
9. The Bidder will be responsible for provisioning of requisite network infrastructure and connectivity to ensure accessibility of the cloud servers/ virtual machines as per defined SLAs.
10. The Bidder should ensure the full backup taken for all services like virtual machines, storage etc on a daily basis. Bidder shall configure the backup policies as per department requirements.
11. The Bidder shall submit a well-defined plan for backup and recovery including processes and procedures etc. related to recovery or continuation of services.
12. In case ICMR asks for shifting of data to another service provider due to termination or end of contract Bidder shall ensure data transfer without any data loss.
13. Bidder should have certified engineers for cloud support.

14. In case of default on any of the service level metrics, the Supplier shall submit a performance improvement plan along with the root cause analysis for the Client's approval.
15. In case these service levels cannot be achieved at service levels defined in the agreement, ICMR shall invoke the performance related penalties.
16. Payments to the Supplier will be linked to the compliance with the SLA metrics laid down in the agreement.
17. In case multiple SLA violations occur due to the same root cause or incident then the SLA that incurs the maximum penalty may be considered for penalty calculation rather than a sum of penalties for the applicable SLA violations.
18. Penalties shall not exceed 100% of the monthly bill. If the penalties exceed more than 50% of the total monthly bill, it will result in a material breach. In case of a material breach, the Supplier will be given a cure period of one month to rectify the breach failing which a notice to terminate may be issued by the client.
19. Bank guarantee of 3% of the bid value in the name of ICMR has to be submitted by the selected bidder at the time of signing of the Non-disclosure agreement.

Measurement and Monitoring

1. The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. However, if the performance of the system/ services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of ICMR or an agency designated by them, then ICMR will have the right to take appropriate disciplinary actions including termination of the contract.
2. The full set of service level reports should be available to ICMR on a monthly basis or based on the project requirements.
3. The Monitoring Tools shall play a critical role in monitoring the SLA compliance and hence will have to be customized accordingly. The CSP shall make available the Monitoring tools for measuring and monitoring the SLAs. The bidder may deploy additional tools and develop additional scripts (if required) for capturing the required data for SLA report generation in automated way. The tools should generate the SLA monitoring report in the end of every month, which is to be shared with ICMR on a monthly basis. ICMR or its nominated agency shall have full access to the Monitoring Tools/ portal (and any other tools / solutions deployed for SLA measurement and monitoring) to extract data (raw, intermediate as well as reports) as required during the project. ICMR or its nominated agency will also audit the tool and the scripts on a regular basis.
4. The measurement methodology / criteria / logic may be reviewed by ICMR. In case of default on any of the service level metric, the CSP shall submit a performance improvement plan along with the root cause analysis for the ICMR's approval.

Periodic Reviews

The SLAs might require to be modified based on the project needs. Therefore, ICMR needs to ensure that the relevant clauses are included in the Agreement that would allow ICMR to modify the SLAs. The following clauses are provided as guidance to ICMR while preparing the Service Level Agreement.

1. During the contract period, it is envisaged that there could be changes to the SLA, in terms of measurement methodology / logic / criteria, addition, alteration or deletion of certain parameters, based on mutual consent of both the parties, i.e. ICMR and CSP.
2. ICMR and CSP shall each ensure that the range of the Services under the SLA shall not be varied, reduced or increased except by the prior written agreement of ICMR and CSP in accordance with the Change Control Schedule.
3. The SLAs may be reviewed on an annual basis by ICMR in consultation with the CSP and NIC.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governir the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifiry equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)